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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT TACOMA

10 In re the Application of:

11 RUBÉN PAZ GOMÉZ

Petitioner,

12 vs.

13 YANISLEIDY REYES GONZALEZ,

Respondent.

)
) Case No. 3:24-CV- 05645 KKE

)
) DECLARATION OF ATTORNEY RE:
) LEGAL FEES AND ACCOUNTING OF TIME
) SPEND
)
)
)
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14
15 I, Andrekita Silva, declare as follows:

16
17 1. I am the Petitioner's attorney of record. I have been practicing law for 37 years. My practice
18 focuses primarily in the area of family law and probate. My normal hourly rate is \$300.00 per hour.
19 As Petitioner is a foreign national living in Mexico, I agreed to provide 10 hours of pro bono
20 representation. After completion of those 10 hours, Petitioner would be free to retain new counsel
21 either pro bono or otherwise. If he chose to proceed with my office, I agreed to provide services at
22 the reduced rate of \$180.00 per hour. He was to pay an advance of \$2,600.00.

23 2. Attached and marked as Exhibit A is the Legal Services Fee Agreement for Representation
24 on a Limited Pro Bono Basis.

25 /

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2 3. I had my first communication with Petitioner on July 24, 2024. I began reviewing his case
3 and I was scheduled to leave on vacation on August 6, 2024. Although I didn't have all records
4 and/ or evidence, it soon became clear that his deadline to file his Hague action was most
5 probably the week of August 11, 2024.

6 4. Due to the improbability that Petitioner would be able to identify counsel to continue
7 assisting him prior to his deadline if I were to stop the work after 10 years, I continued my pro bono
8 representation of Petitioner through the preparation and filing of his Petition for Return of Child.

9 5. I provided 26.8 hours of pro bono services.

10 6. The Petitioner opted to have my office continue representation. He made a deposit of
11 \$2,600.00 on August 9, 2024. Attached and marked as Exhibit B is a true and accurate copy of
12 Petitioner's deposit. [Note: Petitioner's transfer/ deposit included an additional wire transfer fee
13 required by the bank.]

14 7. I continued representation. On December 19, 2024, I received another payment for
15 Petitioner in the amount of \$5,000.00. Attached and marked as Exhibit C is a true and accurate
16 copy of Petitioner's deposit to trust.

17 8. I have expended a total of 159.1 hours on this matter through March 31, 2025. Those are
18 legal fees in the amount of \$28,638.00. Additionally, Petitioner incurred a fee of \$100.00 for
19 Service of Process on September 9, 2024. He had copy costs of \$330.25.

20 9. Petitioner's fees were increased considerably due to the Respondent's assertion of multiple
21 groundless affirmative defenses, and ultimately alleging that the child was not a habitual resident
22 of Mexico prior to her removal and that the, in fact, had no habitual residence at all.

23 10. Respondent should be ordered to pay for all legal time spent by me in representation of
24 Petitioner whether or not that legal time was on a pro bono basis or whether it was billed at the
25 reduced rate of \$180.00.

11. In addition to fees and costs incurred with my office, Petitioner asks for reimbursement for expenditures made by him in order to secure the return of his daughter to Mexico.

12. Petitioner's expenses certified translations, trial transcript, certified copies of Order Granting Petition, and for travel and lodging should be compensated in the amount of \$3,188.00 as reflected in the Declaration of Ruben Paz Re: Costs Expended in this Action dated April 11, 2025.

I declare under penalty of perjury under the laws of the State of Washington that the above facts are true and correct.

Signed at Seattle, Washington on this 11th day of April 2025.

By: s/ andrekita silva

Andrekita Silva, WSBA No. 17314
Law Office of F. Andrekita Silva
1325 Fourth Avenue, Suite 940
Seattle, Washington 98101
Telephone: (206) 224-8288
ak@seattle-silvalaw.com
Attorney for Petitioner

EXHIBIT A

**LEGAL SERVICES FEE AGREEMENT
ACUERDO DE SERVICIOS LEGALES**

Ruben Paz, CLIENT, wishes to be represented by the LAW OFFICE OF F. ANDREKITA SILVA, hereafter referred to as COUNSEL, regarding Return of Child and related Issues.

Ruben Paz, CLIENTE, desea estar representada por la Oficina de F. ANDREKITA SILVA, en lo sucesivo, ABOGADA, sobre Regreso del niño por y asuntos relacionados.

1. CLIENT was referred to COUNSEL through the Consulate of Mexico. CLIENT understands that it is COUNSEL and not the Consulate of Mexico that is representing him in this matter. The CLIENT certifies that no other attorney is representing him in this matter.

El CLIENTE fue remitido a ABOGADA a través del Consulado de Mexico. EL CLIENTE entiende que es ABOGADA y no el Consulado de Mexico que lo representa en este asunto. El CLIENTE certifica que ningún otro abogado lo representa en este asunto.

2. COUNSEL agrees to undertake this representation on a **limited** pro bono basis, which means that COUNSEL will not charge the CLIENT for attorney or legal assistant hours expended on this matter in an amount of time up to ten (10) hours. Notwithstanding, CLIENT will be immediately responsible for all costs, expenditures, and/or disbursements as set forth at paragraphs 4 and 6.

ABOGADA se compromete a realizar esta representación sobre una base pro bono **limitada**, lo que significa que ABOGADA no cobrará al CLIENTE por las horas de abogada o asistente legal gastadas en este asunto en una cantidad de tiempo de hasta diez (10) horas. No obstante, el CLIENTE será inmediatamente responsable de todos los costes, gastos y/o desembolsos que se establecen a continuación en párrafos 4 y 6.

3. It is not possible to determine in advance the exact amount of time that will be needed to complete your case. You will be kept informed of time spent and out of pocket costs incurred. CLIENT will be advised when ten (10) hours have been expended.

CLIENT may terminate services at that time. If CLIENT wishes to continue representation, CLIENT will be required to sign a new fee agreement. COUNSEL agrees to provide services at the reduced rate of \$180.00 per hour. The new fee agreement will require an advance of no less than \$2,000.00 USD for future work.

No es posible determinar de antemano la cantidad exacta de tiempo que se necesitará para completar su caso. Se le mantendrá informado del tiempo invertido y de los gastos de bolsillo incurridos. Se informará al CLIENTE cuando se hayan gastado diez (10) horas.

EL CLIENTE puede rescindir los servicios en ese momento. Si el CLIENTE desea continuar la representación, el CLIENTE deberá firmar un nuevo acuerdo. ABOGADA se compromete a prestar servicios a una tarifa reducida de \$180.00 USD por hora. El nuevo acuerdo de honorarios exigirá un anticipo de no menos de \$2,000 USD para trabajos futuros.

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4. **ADVANCE:** Responsibility to provide legal services will be accepted and work will begin upon receipt of this signed fee agreement. However, an advance of **\$600.00 USD** for out of pocket costs must be deposited within 10 days **or representation will be terminated.** Those funds will be deposited into a trust account and withdrawn as out-of-pocket costs including court fees, service of process, and other expenses, and/ or disbursements are made. Any portion of any trust deposit unexpended at the conclusion of your case will be refunded to you.

AVANCE: Se aceptará la responsabilidad de brindar servicios legales y el trabajo comenzará al recibir este acuerdo de honorarios ya firmado. Sin embargo, se debe depositar un anticipo de **\$600.00 USD** para los costos de bolsillo dentro de los 10 días **o se dará por terminada la representación.** Esos fondos se depositarán en una cuenta fiduciaria y se retirarán a medida que se realicen los costos de bolsillo, incluidos los honorarios judiciales, el servicio de procesos y otros gastos y/o desembolsos ya pagados por el CLIENTE. Se le reembolsará cualquier parte de cualquier depósito fiduciario que no se haya gastado al concluir su caso.

5. CLIENT understands that COUNSEL will not charge a fee to CLIENT for her work. However, if legal fees are sought from opposing party, legal fees may be sought at COUNSEL's regular hourly rate of \$300.00 USD per hour. If those fees are awarded by the court, those fees will be paid directly to COUNSEL by opposing party as compensation for legal services provided. CLIENT will not have an interest in those fees except to the extent that fees awarded include compensation for out-of-pocket costs, expenditures, and / or disbursements already paid by CLIENT.

EL CLIENTE entiende que ABOGADA no cobrará una tarifa al CLIENTE por su trabajo. Sin embargo, si se buscan honorarios legales de la parte contraria, los honorarios legales se pueden solicitar a la tarifa regular por hora de ABOGADA de \$300.00 USD por hora. Si el tribunal concede esos honorarios, esos honorarios se abonarán directamente a ABOGADA por parte contraria como compensación por los servicios legales prestados. El CLIENTE no tendrá interés en dichas tasas excepto en la medida en que las tasas otorgadas incluyan compensación por gastos de bolsillo, gastos y/o desembolsos ya pagados por el CLIENTE.

6. **OTHER FEES, CHARGES, EXPENSES:** Disbursements include, but are not limited to, out-of-pocket expenses, such as filing fees, transcripts, translations, process servers, witness/deposition fees, long distance calls, telegrams, travel mileage, postage, photocopying, facsimiles, messengers, appraisers and accountants, etc. Disbursements will be itemized and billed.

OTRAS COMISIONES, CARGOS, GASTOS: Los desembolsos o gastos fuera de bolsillo incluyen, pero no se limitan a, gastos tales como las tasas de presentación, transcripciones, servidores de proceso, testigo / cargos de deposición, llamadas de larga distancia, telegramas, el kilometraje recorrido, el franqueo, fotocopias, facsímiles, mensajeros, tasadores y contadores, etc. Desembolsos serán detalladas y facturados.

7. **NOTIFICATION:** COUNSEL will keep you informed as to the progress of your case. You will be sent electronic copies of all important papers coming in and going out of COUNSEL'S office, including significant correspondence, pleadings and other court documents. The file and its progress are open to

**LEGAL SERVICES FEE AGREEMENT
ACUERDO DE SERVICIOS LEGALES**

your inspection at any reasonable time.

NOTIFICACIÓN: ABOGADO le mantendrá informada sobre el progreso de su caso. Se le enviará copias electrónicas de todos los documentos importantes que entran y salen de la oficina, incluyendo la correspondencia significativa, escritos y otros documentos de la corte. El archivo y su progreso están abiertas para usted inspección en cualquier momento razonable.

8. **COOPERATION:** CLIENT cooperation is an important factor. You must keep COUNSEL immediately informed of any change of address, phone number, employment and other circumstances relevant to this matter. You will be expected to answer and return all papers sent to you for completion, such as interrogatories, requests for documents, etc. **It is client's responsibility to 1) provide an email address to receive electronic communications, 2) to secure a translator for all English language written materials sent by COUNSEL and 3), to advise COUNSEL if written material sent requires additional explanation.**

COOPERACIÓN: La cooperación de CLIENTE es un factor importante. Usted debe mantener a ABOGADA informada de cualquier cambio de domicilio, número de teléfono, del empleo y otras circunstancias relevantes a este asunto. Se espera que conteste y devuelva todos los documentos enviados para ser completados, como interrogatorios, solicitudes de documentos, etc. **Es responsabilidad del cliente de 1) proporcionar una dirección de correo electrónico para recibir comunicaciones electrónicas, 2) de conseguir un traductor para todos los materiales enviados por COUNSEL cuales son escritos en Ingles y 3), de notificarle a ABOGADA si el material escrito enviado requiere una explicación adicional.**

9. **TERMINATION OF REPRESENTATION:** CLIENT reserves the right to terminate the representation at any time by notifying COUNSEL in writing of any such termination. COUNSEL reserves the right to withdraw from this matter if client fails to honor this agreement or for any reason as permitted under the Rules of Professional Conduct. Notification of Withdrawal shall be made to CLIENT in writing. **CLIENT agrees to accept such writing electronically by email.**

TERMINACIÓN DE REPRESENTACIÓN: CLIENTE puede cancelar la representación en cualquier momento, hay solo que notificar a ABOGADO por escrito. ABOGADO se reserva el derecho de retirarse de este caso si el cliente no cumple con este acuerdo o por cualquier razón según lo permitido bajo las Reglas de Conducta Profesional. Notificación de retirada se hará al CLIENTE por escrito. **EL CLIENTE se compromete a aceptar dicha escritura electrónicamente por correo electrónico.**

10. **TRANSLATION:** Although COUNSEL may provide a translation of select communications or legal pleadings generated by COUNSEL, it is the responsibility of client to independently secure a translation of any correspondence, pleadings, documents, etc. at his/her own expense.

TRADUCCIÓN: A pesar de que el ABOGADO tal vez proporcionará una traducción de determinadas comunicaciones o escritos legales preparado por ABOGADO, es la responsabilidad del CLIENTE obtener de manera independiente una traducción de cualquier correspondencia, escritos, documentos, etc. a su propia cuenta.

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11. CLIENT FILE: An electronic copy of all correspondence, documents, and pleadings will be provided to client as set out in paragraph 7 above. Upon conclusion of representation or at any time requested, hard copies of client file may be secured at client's expense. The file will remain the property of counsel.

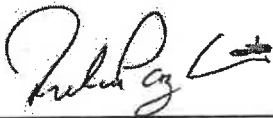
EXPEDIENTE DE CLIENTE: Una copia electrónica de toda la correspondencia, documentos y escritos procesales serán proporcionados a CLIENTE tal como se establece en el párrafo 7 anterior. Al término de la representación o en cualquier momento solicitado, copias en papel adicionales del expediente se pueden asegurar por cuenta del cliente. El expediente seguirá siendo propiedad de ABOGADO.

12. RELEASE OF CONFIDENTIAL INFORMATION: CLIENT authorizes COUNSEL to release to the State Department, U.S. Central Authority for the Hague Convention and its representatives, any and all information which may be requested by the State Department.

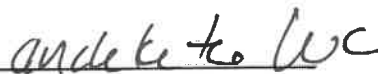
DIVULGACIÓN DE INFORMACIÓN CONFIDENCIAL: CLIENTE autoriza ABOGADA a divulgar al Departamento de Estado, Autoridad Central de los Estados Unidos para el Convenio de La Haya y sus representantes, toda la información que solicitara el departamento de estado.

13. INTEGRATION: This document constitutes the entire fee and representation agreement between CLIENT and COUNSEL. Any changes or modifications must be in writing and mutually signed.

INTEGRACIÓN: El presente documento constituye la totalidad del acuerdo de honorarios y representación entre CLIENTE y ABOGADO. Cualquier cambio o modificación debe ser por escrito y firmado de mutuo.



CLIENT: Ruben Paz



COUNSEL: Andrekita Silva

DATED: August 12, 2024

DATED: _____

EXHIBIT B

Gmail

Transferencia internacional enviada

1 mensaje

Clientes BBVA <clientes@bbva.mx>
Para: rubenpazgomez@hotmail.com

vie., 9 de agosto de 2024 a la hora 12:36 p. m.

Notificación BBVA



Hola, RUBEN PAZ GOMEZ:

La **transferencia internacional** que hiciste desde tu cuenta con terminación *****9301 ha sido enviada, te compartimos los detalles:

Importe en divisa destino: 2600.30 USD
Beneficiario: Estudio Jurídico de F Andrekita Silva
Banco: CHASUS33XXX
País: Estados Unidos

Alerta

DETALLES DE OPERACIÓN

Importe en divisa origen:	Folio:
49816.00 MXN	1417264
Tipo de cambio:	Fecha:
1 USD = 19.15780000 MXN	2024-08-09
Comisión por transferencia:	Hora:
	11:36:08

379.36 MXN

IVA de la comisión:
60.70 MXN

Saludos,

Equipo BBVA

¿No reconoces esta operación?

Llama a Línea BBVA al:

55 5226 2663
Ciudad de México

800 226 2663
Lada sin costo

Usa la app BBVA

Busca una sucursal

Síguenos en:

fac twi

Este correo no admite respuestas

Tagline

August 9, 2024

BBVA México, S.A., Institución de Banca Múltiple, Grupo Financiero
BBVA México, Avenida Paseo de la Reforma 510, colonia Juárez,
código postal 06600, alcaldía Cuauhtémoc, Ciudad de México.

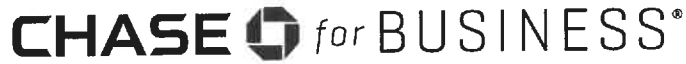
Puedes consultar el Aviso de Privacidad en cualquier sucursal BBVA
o en www.bbva.mx.

Agréguenos a tu lista de contactos clientes@bbva.mx, así
siempre estarás informado.

003AL

A000000250

EXHIBIT C



Printed from Chase for Business

Deposit Details

Total: **\$5,000.00**

Post date: Dec 19, 2024

Checks deposited: 1

Deposit slip

Check amount **\$5,000.00** Cash/miscellaneous amount **\$0.00** Total **\$5,000.00**

Front Back

1041
DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY WITH BALL POINT PEN.
CHASE
JPMorgan Chase Bank, N.A.
Seattle, Washington 98101
www.chase.com

DATE 12/19/2024

CURRENCY		COIN		CHECK		DOLLARS		CENTS	
1									
2									
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4									
5						5000			
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16									
17									

10-7078 40001
\$250

TOTAL ITEMS

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED.
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

5000.00

LAW OFFICE OF F. ANDREKITA SILVA 10-09
JOLTA TRUST ACCOUNT
1201 - 3RD AVE., STE. 2845
SEATTLE, WA 98101-3284

5702010251 823203864

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AS REMITTED

Check 1 of 1

Check amount **\$5,000.00**

7/24/2024	Text to R. Paz, Telephone conference with R. Paz re: facts of case, review screen shot 2.1	2.1
7/25/2024	Letter to R. Paz re: fee agreement, info sheet, recommendations re: procedures .7	0.7
7/25/2024	Review email from R. Paz, third letter to R. Paz, legal issues .4= NC .1= .3	0.3
7/25/2024	Review email note from R. Paz, Second letter to R. Paz .8= NC .4= .4	0.4
7/26/2024	Review text by R. Paz .1= NC	0.0
7/29/2024	Review email email from R. Duran re: Hague packet; Review email by R. Paz re: evidentiary issues, Email to R. Paz re: same .1	0.1
7/29/2024	Casework up, Review all photos and documents, email note to R. Paz re: evidentiary issues 1.1= NC .2 = .9	0.9
7/29/2024	Review emails from R. Paz, Hague application, letter re: translations, secured In forma Pauperis; Letter to R. Paz, Second letter to R. Paz 1.1	1.1
7/30/2024	Draft petition, letter to R. Paz re: clarification re: facts of case, second letter re: correspondence with State Department, review evidence, additional request re: clarification of facts, short note to R. Paz re: draft 5.2	5.2
7/30/2024	Case workup, Review email, review evidence, exchange of emails, Letter to State Department re: application, review email by E. James of Statement Department 1.4	1.4
7/31/2024	Case work up, Review emails from R. Paz re: facts of case, response to inquiries, Email exchanges re: clarification of facts 3.3	3.3
8/1/2024	Review emails from R. Paz, note to R. Paz re: translation .5	0.5
8/1/2024	Review emails from R. Paz, Email exchanges re: facts of case, edit and resume draft of Petition 4.1	4.1
8/3/2024	Resume draft of Petition 2.6	2.6
8/4/2024	Resume draft, finalized draft 2, letter to R. Paz re: same 1.3	1.3
8/5/2024	Review email notes from R. Paz re: necessary corrections, edits; Edits to Petition, Finalize Petition, letter to R. Paz, need for transation, Letter to R. Duran re: verification of Y.Reyes whereabouts 1.7	1.7
8/5/2024	Prepare case cover, summons, email to R. Paz .4= NC .1= .3	0.3
8/6/2024	Review email by State Department re: Y. Reyes address .1	0.1
8/6/2024	Review verified petition, review translation, review IFP by R. Paz, file case, letter to R. Paz re: case status, status of representation .7	0.7
8/7/2024	Email note to State Department re: status .1	0.1
8/8/2024	Review standing order, review notice re: redaction .1	0.1

8/13/2024	Review executed fee agreement .1= NC	0.0
8/15/2024	Case work up, redaction of Petition, re-file, Letter to R. Paz 1.2= NC .8= .4	0.4
08/21/2024	Review emails by R. Paz, review 7 certified translations, email to R. Paz in response .3	0.3
08/21/2024	Redacted Petition, filed Petition .6= NC	0.0
8/28/2024	Case work up, preparation of exhibits, letter to R. Paz 3.0	1.2
8/28/2024	Telephone conference with R. Paz re: service of process .2	0.2
8/28/2024	Review email by R. Paz re: status of case, steps forward .4= NC .1= .3	0.3
9/4/2024	Case work up, colating exhibits, redactions 1.9= NC .1= 1.8	1.8
9/4/2024	Letter to process server 6:36 a.m. end 8:16 a.m. 1 hour 40 minutes	1.6
9/5/2024	Telephone conference with Yanisleidy/ Katnyani 10:32 p.m see daily notes 18 minutes .3	0.3
9/5/2024	Telephone conference with Travis, process server 10:06 pm 6 minutes .1	0.1
9/5/2024	Draft 8:05 p.m. colate caption - dec byT Mealand filed with court- end 8:29 pm. forward to client .3= NC .2	0.4
9/5/2024	Letter to Yanisleidy 8:32 p.m. 251- provided Standing order, asked for email address , asked for regular visitation schedule draft Certificate of Service and filed it with court 37 minutes .3 for letter .3=NC for Service Cert and filing = NC .2= .1	0.6
9/5/2024	Review email 10:40 p.m. letter to R. Paz words 251 end 10:50 .2	0.2
9/23/2024	1:35 pm- log into hearing, spoke with Dyana Staples, courtroom deputy, everything working contacted R. Paz, told him to log in to test link his video & audio is working review email from Phil, state Department, he asks status Note to Phil re: status end 1:47 p.m	0.2
9/23/2024	Review order 1: 47p.m. notations 2:17 pm. last call with R. Paz getting hearing interpreter connected to him Judge on bench she rules- will prepare a case schedule end 2:36 p.m. - .9	0.8
9/25/2024	Review email 6:19 p.m. review Response to Complaint by Yanisleidy letter to R. Paz re: please respond to allehations, words 153 end 6:50 p.m. .5	0.5
9/25/2024	Letter to yanisleidy re: 6:50 can we agree to ask for schedule? Letter to court re: scheduling order end 7:19 pm. .5= NC .1= .4	0.4
9/27/2024	Review email and order of court re: service, Email to Y. Reyes, draft Certificate of Service .3	0.3

9/29/2024	Review email, review video, review all responses by R. Paz re: inquiries 1.7= NC .3= 1.4	1.4
10/01/2024	Review email from R. Paz re: facts of case, email to R. Paz re: same .1	0.1
10/03/2024	Telephone conference with R. Paz re: case status, concerns re: representation	0.6
10/03/2024	Review Motion, review Order appointing .1	0.1
10/24/2024	Review email from Central Authority .1	0.1
11/24/2024	Review email by R. Paz, email to R. Paz in response .8= NC .2= .6	0.6
11/24/2024	Review stipulation from A. Gammell, approve, Letter to A. Gammell .2	0.2
12/03/2024	Third letter to R. Paz re: visitation .2= NC .1= .1	0.1
12/03/2024	Second letter to R. Paz re: facts of case .3	0.3
12/03/2024	Review email re stipulation, letter to R. Paz re: evidentiary issues, preparation of response to Joint statement, reviewed pleadings, identified discovery, letter to A. Gammell 3.7= NC .7= 3.0	3.0
12/04/2024	Review Y. Reyes Response, email to R. Paz re: evidentiary issues, Review email from court re: hearing date, letter to D. Staples re: conflict .4	0.4
12/04/2024	Review third email from R. Paz re: evidentiary issues, notations .2= NC .1= .1	0.1
12/04/2024	Review file, review email notes by R. Paz re: facts of case, Review joint statement, Letter to bailiff re: scheduling conflict .4= NC .1= .3	0.3
12/05/2024	Research re: discovery format for WWDC .6= NC	0.0
12/05/2024	Letter to R. Paz re: mediation .5= NC .1= .4	0.4
12/06/2024	Review email by R. Paz re: child return procedures, email in response .2	0.2
12/06/2024	Review emails, new trial date, email by AGammell re conflict, email by C.Deputy re: hearing dates, email exchanges re: dates .2	0.2
12/06/2024	Review answer to Petition, Review ICARA re: affirmative defenses, draft discovery 4.5= NC .5= 3.5	3.5
12/09/2024	Letter to R. Fullerton re: records request .4= NC .1= .3	0.4
12/09/2024	Review file, letter to A. Gammell re: contact info for counselor, access to Parenting Vue .2= NC .1= .1	0.1
12/09/2024	Internet search re: school and district contacts, draft authorization and release of information, identify supporting request documents .7	0.7
12/09/2024	Review audio visit, letter to R. Paz .5	0.5
12/10/2024	Telephone Conference with Birney School re: records, Telephone conference with Tacoma P.S., Superintendent office, draft Authorization for TPS, Review email from R. Paz re: trial procedure, email in response re: same, review Authorization, letter to J. Garcia, Superintendent 1.1	1.1

12/16/2024	Review letter re: school records, account creation .2= .1= .1	0.1
12/16/2024	Letter to court re: status of joint case schedule, letter to Ashley re: status and counseling .9	0.9
12/16/2024	Telephone conference with K. Hollingsworth re: case schedule .3	0.3
12/16/2024	Review email by R. Paz, review video, review emails re: case schedule .4= NC .1= .3	0.3
12/16/2024	Letter to K. Doss, J. Garcia re: school records.1	0.1
12/16/2024	Telephone call to Birney, Telephone call to Legal Department, Telephone conference with S. Anderson; Telephone conference with K. Doss re: status of request for school records, access to Parent Vue .5	0.5
12/17/2024	Review file, case work up, letter to community health re: access 1.3	1.3
12/17/2024	Review email by A. Gammell re: client's records, verify Community Health Contact info, draft Authorization for Release, Second letter to A. Gammel re: response re: discovery cutoff 1.2= .2= 1.0	1.0
12/17/2024	Review email by Ashley, Telephone call to A. Gammell and K. Hollingsworth, left voice messages, review discovery served on R. Paz; letter to Ashley re: discovery .7	0.7
12/23/2024	Review 12/19 order, minute entry from 12/20, draft stipulation=.9= NC .2= .7	0.7
12/25/2024	Email to R. Paz re: discovery .9	0.9
12/26/2024	Review Minute Entry re: grant of in person trial, download and review school records .9= NC .2= .7	0.7
01/05/2025	Case work up, finished review of entire file, reviewed answers to production, draft settlement letter to Judge Peterson 5.5	5.5
01/07/2025	Case work up, selection of exhibits, resumed Exhibit list, review email by R. Paz, email to R. Paz re: mediation requirements 4.8	4.8
01/07/2025	Draft witness and exhibit list .8	0.8
01/07/2025	Telephone conference w R. Paz .8= NC .1= .7	0.7
01/07/2025	Settlement conference 1.3	1.3
01/08/2025	Corrected Witness Exhibit List .5	0.5
01/09/2025	Review email, Review photos of text messages by Respondent, notations 2.2= NC .2= 2.0	2.0
01/10/2025	Case work up re: exhibits by OC, letter to R. Paz re: evidence issues .9	0.9
01/11/2025	Review emails from Rubem evidentiary issues, modest research 1.3= NC .8= .5	0.5
01/11/2025	Review email from OC re: witness list, exhibits, letter to A. Gammell re: exhibit deficiencies .9= NC .2= .8	0.7
01/28/2025	Review email and joint motion, research, draft joint motion 5.5= NC 1.0= 4.5	4.5
01/28/2025	Case work up, letter to OC re: Exhibits	1.0

01/30/2025	Review email from R. Paz re: status, email in response re: same .1	0.1
01/30/2025	Review add'l records from TBS .2	0.2
02/03/2025	Review file, notations, draft pre-trial order 1.4	1.4
02/05/2025	Review email re: notice re: remote witnesses ; review file, draft Notice of Intent re: remote witnesses, email to L. Cuaresma .7	0.7
02/05/2025	Review emails, court's order in limine, review email by A. Gammell to C. Deputy re: platform, email to C. Deputy in response = 1.3= NC .5= .8	0.8
02/09/2025	Letter to the court re: zoom link, letter to R. Paz re: logistics .3	0.3
02/09/2025	Telephone/ zoom conference with C. Castellanos 1.0	1.0
02/09/2025	Telephone conference with R. Paz re: status of witnesses .2	0.2
02/09/2025	Telephone conference with A. Paz 1.1	1.1
02/09/2025	Telephone conference with C. Villanueva .8	0.8
02/09/2025	Review emails, notes .2	0.2
02/10/2025	Review emails from Statement department, Telephone calls re: Mexican legal expert, emails to witnesses, notations re: evidence 1.3= NC .3= 1.0	1.0
02/10/2025	Conference with client, arranged witness schedule, reviewed evidence 1.5= NC .8= .7	0.7
02/10/2025	Travel to court, evidentiary hearing 7.5	7.5
02/10/2025	Prepare exhibit notebooks 4.0= NC 2.0= 2.0	2.0
02/11/2025	Travel to court, evidentiary hearing 7.5= NC .5= 7.0	7.5
02/11/2025	Post hearing conference with client 1.0	1.0
02/11/2025	Review file, prepare additional exhibits, email to witnesses 2.5	2.5
02/12/2025	Review email re: evidentiary issues .1	0.1
02/12/2025	Post hearing conference with client, review evidentiary issues 1.7= NC .4= 1.3	1.3
02/12/2025	Travel to court, evidentiary hearing 7.8= NC .8= 7.0	7.0
02/12/2025	Review file, emails to R. Paz, preparation of additional exhibits, prepare witness exam 3.8= NC .8= 3.0	3.0
02/13/2024	Travel to court, concluded hearing, conference with client	4.0
02/27/2025	Review trial transcripts, research, draft proposed findings and conclusions	10.0
03/03/2025	Resume review of trial transcript, research, draft proposed findings 8.0	8.0
03/03/2025	Resume review of trial transcript, research, draft proposed findings, finalize 9.0= NC 2.0= 7.0	7.0
03/17/2025	Review order on Return, letter re: procedures .5	0.5
03/19/2025	Review email from R. Paz re potential legal issues, email i response re same .1	0.1
03/19/2025	Review file re: communication with TBS, letter re: Parent Vue access, updated records .3	0.3

03/19/2025	Review email note from A. Gammell re: lack of agreement, email to A. Gammell, second request re: client proposal, email to R. Paz re: mexican lawyer .3	0.3
03/19/2025	Review email from R. Paz re: child's return, letter to A. Gammell re: return arrangements 1.2	1.2
03/20/2025	Review multiple emails by R. Paz, emails in response 1.6	1.6
03/20/2025	Joint statement re return, modest research 4.3- 1.3 = 3.0	3.0
03/20/2025	Letter to R. Paz re need for additional information .2	0.2
03/21/2025	Review email from R. Paz re: concerns, email in response re: same .3= NC .1= .2	0.2
03/22/2025	Edit Joint Statement .5	0.5
03/26/2025	Review email from R. Paz re: potential travel issues, note in response .2= NC .1= .1	0.1
		159.1